Document No. 4309
Voted at Meeting of 5/ 25/83

CONTRACT TO INSURE COMMUNITY PARTICIPATION

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

ORGANIZATIONS AND INDIVIDUALS COMPRISING THE ST. JAMES AVENUE CIVIC ADVISORY COMMITTEE

A G R E E M E N T

THIS AGREEMENT, made this day of , 1983, by and between the BOSTON REDEVELOPMENT AUTHORITY (the "Authority") a public body, politic and corporate, organized and existing pursuant to the provisions of Chapter 121B of the General Laws of the Commonwealth of Massachusetts, and the following members of the ST. JAMES AVENUE CIVIC ADVISORY COMMITTEE, (the "CAC"): Trinity Church, Back Bay Association, Neighborhood Association of the Back Bay, Back Bay Federation, Boston Society of Architects, Back Bay Architectural Commission, Newbury Street League, and the state representative from the 8th Suffolk District (the "CAC Members").

WHEREAS, the City of Boston (the "City") is considering selling the land (the "Parcel") including the garage thereon bordered by Providence Street, Berkeley Street, St. James Avenue, and Clarendon Street; and

WHEREAS, the joint venture of the New England Mutual Life Insurance Company and the Gerald D. Hines Interests

(collectively, including successors and assigns, the "Developer") has proposed a project on land including the Parcel bounded by Boylston Street, Berkeley street, St. James Avenue and Clarendon Street (the Developer's proposal and any other proposal to develop land including the Parcel or Providence Street between Berkeley Street and Clarendon Street is hereafter referred to as the "Project"); and

WHEREAS, it is desirable to encourage the existence of true communities and to give the citizens of those communities a major role in the further planning of development of the Project; and

WHEREAS, the Authority and the CAC have expressed their mutual desire to cooperate with one another in the preparation and implementation of future plans and development of the parcel and the Project; and

WHEREAS, the Authority is relying on the CAC to provide advice on Parcel and Project plans from the business community, the residential neighborhood, the architectural community, and Trinity Church as abutter, with respect to the advisability of the sale of the Parcel; urban planning of the area surrounding the Parcel; the visual characteristics of the project; the concern of ensuring the stability of adjacent structures and maintenance of existing water levels; the effects of the Project on traffic, parking, housing, public transportation, wind, shadows, and general quality of life; and methods of minimizing disruption during

construction; and

WHEREAS, the Authority seeks general agreement as to the disposition of the Parcel and the desirability, impact and design of the Project;

WHEREAS, the Authority desires to present the recommendations representing the general agreement of CAC members to the Boston City Council and City of Boston agencies with respect to the sale of the Parcel and the closing of Providence Street;

WHEREAS, the Authority and the CAC are desirous of establishing the terms upon which the Authority and the CAC will carry out their responsibilities; and

NOW, THEREFORE, in mutual consideration of the covenants herein contained, the Authority and the CAC Members acting through the CAC agree to cooperate fully and to participate actively in all stages of planning for development including the Parcel, and without limiting the generality of the foregoing, the parties agree more particularly as follows:

I. SCOPE OF SERVICES

The CAC, in keeping with the objectives stated above, shall perform the following services:

A. CAC agrees to hold meetings in accordance with its By-Laws in order to develop recommendations for the disposition of the Parcel and Project planning. The CAC agrees to make reasonable efforts to furnish the Authority with agendas in advance of meetings. Such meetings may, in the CAC's discretion, be with or without representation by the Authority, the Developer, or guests.

B. CAC agrees to maintain a complete set of minutes of its meetings concerning the Project and to make these records available to the Authority and, through the Authority, to the public upon request.

C. CAC agrees to communicate regularly with the Authority in order that the Authority may accurately assess its relationship with the community and respond to the needs expressed.

D. The CAC shall submit to the Authority reports on the status of the CAC deliberations.

E. The Authority and CAC acknowledge that CAC is comprised of a broad base of community, civic and business groups. Neither the Authority nor CAC shall take any action to cause the essential character or representative nature of the present membership of CAC to be altered, but CAC may elect additional members representative of area organizations or communities subject to the approval of the Authority, which approval shall not be unreasonably witheld. CAC shall not be responsible for the voluntary withdrawal of any member of CAC or for the failure of any member of CAC to participate in any CAC activities, and no such withdrawal or failure shall constitute a default under this paragraph E.

II. DISCLAIMER OF AGENCY

A. It is understood and agreed that neither CAC nor any personnel engaged under this Agreement are employees, agents or servants of the Authority.

III. COMMUNICATION OF INFORMATION

A. The Authority agrees to meet with the CAC upon request of the CAC to advise and inform the CAC as to status of planning and development for the Parcel and the Project.

B. The Authority agrees to provide the CAC open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications and

related information submitted to or available to the Authority except where the furnishing of such information would violate the right to privacy of individual citizens, or where the Authority demonstrates that confidentiality is otherwise required. The CAC shall have direct access on a reasonable basis to data, models, and other relevant materials used by any contractor retained by the Authority or the Developer to perform studies of the Project.

C. The Authority shall timely provide the CAC with reasonable amounts of professional advice is such fields as legal, financial, engineering, architecture, city planning, and other fields in which the Authority's personnel are qualified. Authority staff shall assist the CAC in analyzing studies of the Project prepared by or for the Developer or Authority. The Authority recognizes that, in the event available studies are deficient or insufficient to assess adequately the effects of the Project, the CAC may be unable to advise the Authority with respect to the project or may oppose the development of the Project based upon inadequate information.

D. In the event the Authority recommends disposition of the Parcel for development, the Authority anticipates that it and other City agencies and bodies would follow the procedures set forth in Appendix A, attached hereto and incorporated herein by reference. The Authority shall notify the CAC not less than fifteen (15) business days prior to any

formal action or hearing by the Authority contemplated in Appendix A and, if known to the Authority, any formal action or hearing by any other City agency or body contemplated in Appendix A. Such notification shall include a copy of all the specifications of the development plans that have been submitted or are available to the Authority for the Parcel and a copy of the proposed form of any agreements. Any additional specifications or amendments shall be submitted to the CAC immediately upon receipt by the Authority. The Authority shall notify the CAC not less than fifteen (15) business days prior to any change, if known to the Authority, in the procedure set forth in Appendix A.

E. In the event the Authority recommends disposition of the Parcel for development, the Authority anticipates recommending to the Real Property Board the tentative designation of a developer and the surplusing of the Parcel, all subject to controls and conditions (the "Controls and Conditions") to be established by the Authority. The Authority agrees to recommend to the City Council that Council action surplusing the Parcel be conditioned upon compliance with the Controls and Conditions.

F. The Authority shall submit to the CAC any Board memoranda, change order, or other item related to the project not less than ten (10) business days prior to submission to

the Authority's Board and shall notify the CAC of the Board action on any such item by the end of business of the following day.

G. The Authority shall notify the CAC of any proposed changes in zoning or use of any land or building within the Project that the Authority proposes not less than fifteen (15) business days prior to submission of such change proposal to the Board.

H. The Authority shall notify the CAC of any proposed change in zoning or use of any land or building within the Project by a property owner or other applicant immediately upon receipt of such application for change by the Authority.

IV. MUTUAL COOPERATION IN PLANNING AND IMPLEMENTATION OF PROJECT AREA

A. The Authority and CAC mutually agree that CAC shall be permitted in an advisory capacity to participate actively in all stages of the further planning of the Project and to continuously review the implementation of those plans.

B. The Authority shall require the submission to the Authority of a broadly scoped Environmental Impact Report which is consistent with the requirements of M.G.L.c. 30, § 62-62H and shall communicate this requirement to the Massachusetts Secretary of the Executive Office of Environmental Affairs.

C. In the event that the Authority recommends to the

City Council, the Zoning Commission, the Board of Appeal, the Public Facilities Commission or the Real Property Department that the Parcel be sold, that Providence Street be closed, or that the Project be approved, and if such recommendation has been made by the Authority with the support of a majority of the CAC and such support has been made known to the approving body, the Authority shall not thereafter approve changes in the Project without affording the CAC an opportunity to advise on such changes in accordance with the procedure set forth in this agreement.

D. If and whenever CAC deems it desireable, the Director of the Authority will assist CAC in obtaining direct access to the Board of the Authority and to the Mayor of the City.

V. MISCELLANEOUS

A. The terms and provisions of this Agreement shall not abrogate nor conflict with the responsibilities of the Authority as established by State and Federal law, and the authorizations signed by the Director of the Authority shall be deemed approved by the Authority.

VI. TERM OF AGREEMENT

The parties hereby agree that this Agreement shall remain in force for one (1) year from the date of execution, unless sooner terminated by a final decision by the City of Boston not to sell the Parcel, and that three (3) months prior to its expiration, the parties shall negotiate for renewal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in nine counterparts to be duly executed under seal as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By_____

ST. JAMES AVENUE CIVIC
ADVISORY COMMITTEE:

TRINITY CHURCH

By_____

BACK BAY ASSOCIATION

By_____

NEIGHBORHOOD ASSOCIATION OF
THE BACK BAY

By_____

BACK BAY FEDERATION

By_____

BOSTON SOCIETY OF ARCHITECTS

By_____

BACK BAY ARCHITECTURAL COMMISSION

By_____

NEWBURY STREET LEAGUE

By_____

8TH SUFFOLK DISTRICT REPRESENTATIVE

By_____
Thomas J. Vallely

APPROVED AS TO FORM:

_____
General Counsel For
Boston Redevelopment Authority

4309

MEMORANDUM MAY 25, 1983

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: CONTRACT TO INSURE COMMUNITY PARTICIPATION WITH ST. JAMES AVENUE CIVIC ADVISORY COMMITTEE

As you are aware the Authority, as authorized by the Real Property Board and the Public Facilities Commission, advertised a request for developers proposals for purposes of redeveloping the St. James Avenue public garage facility. The Authority received one submission of a redevelopment proposal from the joint venture of New England Life Insurance Company and Gerald D. Hines Interests for redevelopment of this public parcel as well as the balance of the block bounded by Boylston Street, Berkeley Street, Clarendon Street and Providence Street.

As this proposal has impact on the City and the Back Bay community, it was appropriate to have citizen involvement in the process of BRA review of the redeveloper's proposal. Representative groups from the City were invited to form a Civic Advisory Committee (CAC). These groups include: the Neighborhood Association of the Back Bay, the Back Bay Association, the Trinity Church, the Newbury Street League, the Boston Society of Architects, the Back Bay Architectural Commission, the Back Bay Federation for Community Development and the State Reppresentative from the Back Bay District. The CAC has requested that this process be formalized through establishment of a CAC agreement at no cost to the Authority. It is therefore, recommended that the Director be authorized to enter into an agreement with the St. James Avenue Civic Advisory Committee in substantially the form attached.

VOTED: That the Director is hereby authorized to enter into a Civic Advisory contract with the St. James Civic Advisory Committee at no cost to the Authority for a period of one year. Said contract to be substantially in the form as attached.